

1 SUSAN E. BASINGER, ESQ. (Bar No. 140864)  
HIGGS, FLETCHER & MACK LLP  
2 401 West A Street, Suite 2600  
San Diego, CA 92101-7913  
3 Telephone: (619) 236-1551  
Facsimile: (619) 696-1410  
4

5 MARK J. ROSENBERG  
SILLS CUMMIS & GROSS PC  
One Rockefeller Plaza  
6 New York, New York 10020  
Telephone: (212) 500-1563  
7 Facsimile: (212) 643-6500

8 Attorneys for Defendant  
CENTRAL PURCHASING, LLC  
9

10 UNITED STATES DISTRICT COURT  
11 SOUTHERN DISTRICT OF CALIFORNIA  
12

13 JENS ERICK SORENSEN, as Trustee of  
SORENSEN RESEARCH AND  
14 DEVELOPMENT TRUST,

15 Plaintiff,

16 v.

17 CENTRAL PURCHASING, LLC a  
California Corporation; and DOES 1-100,

18 Defendant.  
19

Case No. SDCV08-0309 (BTM) (CAB)

**ANSWER TO COMPLAINT FOR PATENT  
INFRINGEMENT; REQUEST FOR JURY  
TRIAL**

20 Defendant Central Purchasing LLC ("Central Purchasing"), by its attorneys,  
21 hereby sets forth its answer to the Complaint of Plaintiff Sorensen Research and  
22 Development Trust ("SRDT") as follows:  
23

24 1. Central Purchasing is without knowledge or information sufficient to  
25 form a belief as to truth of the allegations of the allegations of Paragraph 1 of the  
26 Complaint.

27 2. Responding to Paragraph 2 of the Complaint, Central Purchasing  
28 denies that it is a corporation organized under the laws of the State of California

1 and admits that it has a place of business at 3491 Mission Oaks Blvd., Camarillo,  
2 CA 93011.

3 3. Central Purchasing denies the allegations of Paragraph 3 of the  
4 Complaint.

5 4. Central Purchasing denies the allegations of Paragraph 4 of the  
6 Complaint.

7 5. Central Purchasing admits that Plaintiff's Complaint purports to allege  
8 a claim arising under the Patent Laws of the United States of America, Title 35,  
9 United States Code, and further admits that Plaintiff's Complaint alleges jurisdiction  
10 for the purported claim based upon Title 28, United States Code §§ 1331, 13329a),  
11 and 1338(a).

12 6. Central Purchasing denies that it has committed acts of infringement in  
13 this District, and is without knowledge or information sufficient to form a belief as  
14 to truth of the remaining allegations of Paragraph 6 of the Complaint.

15 7. Central Purchasing denies the allegations in Paragraph 7 of the  
16 Complaint.

17 8. As its response to Paragraph 8 of the Complaint, Central Purchasing  
18 repeats its responses to the allegations Paragraphs 1 through 7 of the Complaint as  
19 if set forth fully herein.

20 9. Central Purchasing admits the allegations of Paragraph 9 of the  
21 Complaint.

22 10. Central Purchasing denies the allegations of Paragraph 10 of the  
23 Complaint.

24 11. Central Purchasing admits that it manufactures certain products  
25 identified in Paragraph 11 of the Complaint, but denies the remaining allegations in  
26 Paragraph 11 of the Complaint. Central Purchasing further denies that the term  
27  
28

1 “Accused Products,” as defined in Paragraph 10 of the Complaint, applies to the  
2 products enumerated or otherwise referenced in Paragraph 11 of the Complaint.

3 12. Central Purchasing denies that its products are manufactured through  
4 the use of the ‘184 patented process, or that the manufacture of its products is  
5 otherwise infringing, and admits the remaining allegations of Paragraph 12 of the  
6 Complaint.

7 13. Central Purchasing denies the allegations of Paragraph 13 of the  
8 Complaint.

9 14. Central Purchasing admits the allegations of Paragraph 14 of the  
10 Complaint.

11 15. Central Purchasing is without knowledge or information sufficient to  
12 form a belief as to truth as to the truth of the allegations in Paragraph 15 of the  
13 Complaint.

14 16. Central Purchasing denies the allegations of Paragraph 16 of the  
15 Complaint.

16  
17 17. Responding to Paragraph 17 of the Complaint, Central Purchasing  
18 denies that it has manufactured, imported, sold, or offered for sale products  
19 manufactured through the use of the “‘184 patented process” and admits the  
20 remaining allegations of Paragraph 17 of the Complaint.

21 18. Responding to Paragraph 18 of the Complaint, Central Purchasing  
22 refers to the notice, drawing and claim chart referenced by Plaintiff in Paragraph 18  
23 for their exact terms and otherwise denies the remaining allegations of Paragraph  
24 18 of the Complaint.

25 19. Central Purchasing denies the allegations set forth in Paragraph 19 of  
26 the Complaint.  
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1           20. Responding to Paragraph 20 of the Complaint, Central Purchasing  
2 refers to the "initial letter" referenced by Plaintiff in Paragraph 20 for its exact  
3 terms and denies the remaining allegations of Paragraph 20 of the Complaint.

4           21. Central Purchasing denies the allegations in Paragraph 21 of the  
5 Complaint.

6           22. Central Purchasing denies the allegations in paragraph 22 of the  
7 Complaint.

8           23. Central Purchasing denies the allegations in Paragraph 23 of the  
9 Complaint

10          24. Central Purchasing denies the allegations in Paragraph 24 of the  
11 Complaint.

12          25. Central Purchasing denies the allegations in Paragraph 25 of the  
13 Complaint.

14          26. Central Purchasing denies the allegations in Paragraph 26 of the  
15 Complaint.

16          27. Central Purchasing denies the allegations in Paragraph 27 of the  
17 Complaint.

18          28. Central Purchasing denies the allegations in Paragraph 28 of the  
19 Complaint.

20                           FIRST AFFIRMATIVE DEFENSE

21           Plaintiff has failed to state a claim upon which relief can be granted.

22                           SECOND AFFIRMATIVE DEFENSE

23           The claims of the '184 Patent are invalid under one or more of the following:  
24 35 U.S.C. §§ 101, 102, 103, and 112.

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27           ///  
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1 COUNTERCLAIMS

2 Central Purchasing LLC files these Counterclaims against Jens Erik  
3 Sorensen and the Sorensen Research and Development Trust (collectively,  
4 “SRDT”):

5 Nature and Basis of the Action

6 1. This is an action for a declaratory judgment that U.S. Patent No.  
7 4,935,184 (hereinafter the ‘184 Patent) is invalid, and is not infringed by Central  
8 Purchasing.

9 Jurisdiction and Venue

10 2. These counterclaims are asserted under Federal Rule of Civil  
11 Procedure 13, and also under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and  
12 2202. This Court has jurisdiction over the subject matter of these Counterclaims  
13 pursuant to 28 U.S.C. §§ 1331, 1338, and 2201. Venue is proper in this District  
14 pursuant to 28 U.S.C. § 1391.

15 3. As demonstrated by the Plaintiff’s Complaint, and the Answer and  
16 Affirmative Defenses in this Action, an actual, substantial, and continuing  
17 controversy exists between Central Purchasing and Plaintiff, SRDT, with respect to  
18 the invalidity and non-infringement of the ‘184 Patent.

19 COUNT I

20 (Declaration of Invalidity of the ‘184 Patent)

21 4. Central Purchasing repeats and realleges the allegations of Paragraphs  
22 1 through 3 of the Counterclaims above as if set forth fully herein.

23 5. By virtue of SRDT’s filing of its Complaint, an actual controversy  
24 exists between SRDT and Central Purchasing with respect to the validity of the  
25 ‘184 Patent.

26 ///

27 ///

6. The claims of the '184 Patent are invalid under one or more of the following provisions of Title 35 of the United States Code: §§ 101, 102, 103, and 112.

COUNT II

(Declaration of Non-Infringement of the '184 Patent)

7. Central Purchasing repeats and realleges the allegations in Paragraphs 1 through 6 of the Counterclaims as if set forth fully herein.

8. By way of SRDT's filing of its Complaint, an actual controversy exists between Central Purchasing with respect to the infringement of the '184 Patent.

9. The Central Purchasing products identified by SRDT in the Complaint and in its prior correspondence with Central Purchasing do not infringe the '184 Patent.

WHEREFORE, Defendant Central Purchasing respectfully requests that the Court enter a (1) judgment dismissing Plaintiff's Complaint in its entirety, (2) declaring that the '184 Patent is invalid, (3) declaring that Central Purchasing has not infringed the '184 Patent, and (4) granting such other and further relief that the Court deems just and proper.

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REQUEST FOR JURY TRIAL

Defendant Central Purchasing hereby requests a jury to try any issue triable of right before a jury.

DATED: April 1, 2008

HIGGS, FLETCHER & MACK LLP

By: 

SUSAN E. BASINGER  
Attorneys for Defendant  
CENTRAL PURCHASING LLC

Dated: April 1, 2008

SILLS CUMMIS & GROSS P.C.

By: /S/ Mark J. Rosenberg

MARK J. ROSENBERG  
Attorneys for Defendant  
CENTRAL PURCHASING, LLC a  
California Corporation; and DOES  
1-100



SUSAN E. BASINGER, ESQ. (Bar No. 140864)  
basinger@higgslaw.com  
HIGGS, FLETCHER & MACK LLP  
401 West "A" Street, Suite 2600  
San Diego, CA 92101-7913  
TEL: 619.236.1551  
FAX: 619.696.1410

MARK J. ROSENBERG, ESQ.  
mrosenberg@sillscummis.com  
SILLS, CUMMIS & GROSS P.C.  
One Rockefeller Plaza  
New York, NY 10020  
TEL: (212) 500-1563  
FAX: (212) 643-6500

Attorneys for Defendant  
CENTRAL PURCHASING LLC

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

JENS ERIK SORENSEN, as Trustee of  
SORENSEN RESEARCH AND  
DEVELOPMENT TRUST,

Plaintiff,

v.

CENTRAL PURCHASING LLC, a  
California corporation; and DOES 1-100,

Defendant.

CASE NO. 08 CV 0309 BTM CAB

**PROOF OF SERVICE BY MAIL**

CASE FILED: February 15, 2008  
TRIAL DATE: Not Yet Set

I am a citizen of the United States and employed in San Diego County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 401 West "A" Street, Suite 2600, San Diego, California 92101-7913. A copy of the within document(s):

**ANSWER TO COMPLAINT FOR PATENT  
INFRINGEMENT; REQUEST FOR JURY TRIAL**



**BY ELECTRONIC FILING:**

I am familiar with the United States District Court, Southern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities. Under said practice, the following CM/ECF users were served:

Melody A. Kramer, Esq.  
Kramer Law Offices, Inc.  
9930 Mesa Rim Road, Suite 1600  
San Diego, CA 92121

Attorney for Plaintiff  
JENS ERIK SORENSEN, as Trustee  
of Sorensen Research and  
Development Trust  
Phone: (858) 362-3150  
[mak@kramerlawip.com](mailto:mak@kramerlawip.com)

J. Michael Kaler, Esq.  
Kaler Law Offices  
9930 Mesa Rim Road, Suite 200  
San Diego, CA 92121

Attorney for Plaintiff  
JENS ERIK SORENSEN, as Trustee  
of Sorensen Research and  
Development Trust  
Phone: (858) 362-3151  
[Michael@kalerlaw.com](mailto:Michael@kalerlaw.com)

**BY UNITED STATES MAIL:**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. The following non-CM/ECF users were served:

Mark J. Rosenberg  
Sills, Cummis & Gross PC  
One Rockerfeller Plaza  
New York, NY 10020

Co-Counsel for Defendant  
CENTRAL PURCHASING, LLC  
Phone: (212) 500-1563  
[mrosenberg@sillscummis.com](mailto:mrosenberg@sillscummis.com)

1 I declare that I am employed in the office of a member of the bar of this court at whose  
2 direction the service was made.

3 Executed on April 1, 2008, at San Diego, California.

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